

# **EXHIBIT 3**

**CASE C2024277**

<b>KAREN ELIZABETH MORTON,</b>	<b>§</b>	<b>IN THE DISTRICT COURT</b>
	<b>§</b>	
<b>plaintiff,</b>	<b>§</b>	
	<b>§</b>	
<b>v.</b>	<b>§</b>	<b>355th JUDICIAL DISTRICT</b>
	<b>§</b>	
<b>LAKEVIEW LOAN SERVICING, LLC,</b>	<b>§</b>	
	<b>§</b>	
<b>defendant.</b>	<b>§</b>	<b>HOOD COUNTY, TEXAS</b>

**LAKEVIEW'S ORIGINAL ANSWER**

Lakeview Loan Servicing, LLC (**Lakeview**) answers Karen Elizabeth Morton as follows:

**I. GENERAL DENIAL**

1. Lakeview generally denies each and every allegation and claim for relief Ms. Morton asserts and demands strict proof thereof by a preponderance of credible evidence.

**II. AFFIRMATIVE DEFENSES**

2. Ms. Morton's claims fail, in whole or in part, because they do not state a claim upon which relief may be granted.

3. Ms. Morton's claims fail, in whole or in part, because she failed to perform all conditions precedent to recovery, and such conditions have not been waived or excused, including the failure to comply with the terms of her loan agreement, tender the amount necessary to avoid foreclosure, and/or provide sufficient and timely notice of her claims and/or demands.

4. To the extent Ms. Morton's claims rely upon one or more alleged representation, promise, or understanding purporting to modify the parties' loan agreement, her claims are barred, in whole or in part, because the alleged representation, promise, or understanding is barred by the statute of frauds, lacks new, independent, and/or adequate consideration and/or is too vague, ambiguous and/or indefinite to enforce and/or be relied upon.

5. Ms. Morton's claims are barred, in whole or in part, by the economic loss rule and/or because the claimed loss is the subject matter of a contract between the parties to the loan agreement made the basis of Ms. Morton's claims in this suit.

6. Ms. Morton's claims fail, in whole or in part, because of waiver, estoppel, ratification, privilege and consent.

7. Ms. Morton's claims are barred, in whole or in part, because she failed to mitigate her damages, if any.

8. Ms. Morton's claims fail, in whole or in part, because she has unclean hands.

9. Ms. Morton's claims fail because she is in material breach of the loan agreement and/or she breached the loan agreement first.

10. Ms. Morton's claims are barred, in whole or in part, because she is proportionately responsible for any damages she claims. Should Ms. Morton prove entitlement to any damages, Lakeview invokes Texas Civil Practice and Remedies Code chapter 33 and requests the trier of fact determine the proportion of responsibility for said damages by Ms. Morton, and any other party to this suit and any person or entity who may be designated as a responsible third-party, and to grant judgment against Lakeview, if at all, for only those damages for which Lakeview is found to be proportionately responsible, if any, and as reduced by all settlement amounts.

11. Ms. Morton's claims are barred, in whole or in part, because the actions complained of, if in error at all, were the result of a bona fide error.

### **III. PRAYER**

Lakeview respectfully requests a judgment that Ms. Morton take nothing on her claims and awarding Lakeview all further relief to which it is entitled.

Date: November 12, 2024

Respectfully submitted,

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**ATTORNEYS FOR LAKEVIEW**

**CERTIFICATE OF SERVICE**

A true and correct copy of this document was served on November 12, 2024 as follows:

Karen Elizabeth Morton  
4005 Frisco Court  
Granbury, TX 76048  
**VIA CERTIFIED MAIL**  
**NO. 9589071052700101054398**  
**VIA FIRST CLASS MAIL AND**  
**VIA EMAIL karen.mortonnurse@gmail.com**

/s/ Charles Townsend  
C. Charles Townsend

**From:** [no-reply@efilingmail.tylertech.cloud](mailto:no-reply@efilingmail.tylertech.cloud)  
**To:** [Richardson, Jennifer A.](#)  
**Subject:** Notification of Service for Case: C2024277, KAREN ELIZABETH MORTON VS. LAKEVIEW LOAN SERVICING, LLC for filing Answer/ Response, Envelope Number: 94191456  
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Date/Time Submitted	11/12/2024 1:08 PM CST
Filing Type	Answer/ Response
Filing Description	Lakeview's original answer
Filed By	C. Charles Townsend
Service Contacts	<p>Other Service Contacts not associated with a party on the case:</p> <p>KAREN MORTON (<a href="mailto:karen.mortonnurse@gmail.com">karen.mortonnurse@gmail.com</a>)</p> <p>Charles Townsend (<a href="mailto:ctownsend@hinshawlaw.com">ctownsend@hinshawlaw.com</a>)</p> <p>Jennifer Richardson (<a href="mailto:jrichardson@hinshawlaw.com">jrichardson@hinshawlaw.com</a>)</p> <p>Fred Ramos (<a href="mailto:framos@hinshawlaw.com">framos@hinshawlaw.com</a>)</p>

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